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Interim Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND

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Board of Supervisors

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First District

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Fifth District

August 29, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**REQUEST TO APPROVE AGREEMENT WITH THE COMMUNITY COLLEGE
FOUNDATION FOR MODEL APPROACH TO PARTNERSHIP IN PARENTING
(MAPP) AND KINSHIP EDUCATION, PREPARATION SUPPORT (KEPS)
TRAINING TO PROSPECTIVE FOSTER PARENTS AND RELATIVE
CAREGIVERS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached Agreement between the Department of Children and Family Services (DCFS) and the Community College Foundation (CCF), for the administration and provision of Model Approach to Partnership in Parenting (MAPP) training to prospective foster parents, and Kinship Education, Preparation and Support (KEPS) training to relative caregivers effective date of Board approval through June 30, 2003, with a total estimated contract cost of \$2,363,363. Funding for this Agreement is included in the FY 2002-03 adopted Budget using 75% Federal, 17.5% State, and 7.5% County funds. In addition, CCF will provide an in-kind match of \$762,450.

2. Delegate authority to the Director of DCFS, or her designee, to execute an amendment with CCF to increase the maximum contract amount by no more than 10% of the original contract amount, based solely on an increase in the number of participants to the MAPP/KEPS program, effective the date of execution through June 30, 2003, provided that: (a) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to such amendment; and (b) the Director confirms in writing to the Board of Supervisors and the CAO within 10 workdays after execution that such amendments have been executed.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will enable DCFS to continue to provide training to foster parents and to relative caregivers so that they are qualified to care for children under the care and supervision of DCFS. The current Agreement with CCF expired on June 30, 2002. No training classes were held in July. Classes resumed in August after a purchase order was issued for the period of July 22, 2002 through September 15, 2002 pending completion of contract negotiations with CCF.

The County has received Federal Title IV-E funds to administer the MAPP and KEPS programs. MAPP and KEPS are resource development programs for foster parents and relative caregivers, respectively and are designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care and enhance their ability to care for the children placed in their homes. The programs identify placement and community resources that enable children to remain in their own communities where they have established school ties, friends and positive social affiliations. Both programs assist foster parents and relative caregivers in identifying their roles as members of the service delivery and case planning team. As a result of the training received by foster parents and relative caregivers, DCFS will be able to provide quality care to children in placement. CCF has provided MAPP training services to foster parents since 1992.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County Strategic Plan. Efforts to provide the public with easy access to quality services with the intent to improve the health, safety and survival, emotional and social well-being of children and families in Los Angeles County are consistent with Goal #1-Service Excellence, and Goal #5-Children and Families' Well Being.

FISCAL IMPACT/FINANCING

The maximum sum of this Agreement is \$2,363,363. Funding is included in the FY 2002-2003 adopted Budget and financed using 75% Federal, 17.5% State, and 7.5% County funds.

In addition, the CCF will provide an in-kind match of \$762,450 for the term of the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Public Law 99-272, which added Section 477 to Federal Title IV-E of the Social Security Act, the County has been authorized to provide MAPP and KEPS services.

Community College Foundation will subcontract with various community colleges that will provide MAPP/KEPS training services on their campuses in a classroom atmosphere. The services under this Agreement will include 36 hours of MAPP training for foster parents, including Group Preparation and Selection, and 36 hours of KEPS training for relative caregivers, including Family-to-Family training. These services provide the foster parents and relative caregivers with guidance and a thorough understanding of their roles, which are essential for children's needs.

Contractor will be reimbursed for work performed in accordance with the terms of the Agreement. County will pay Contractor 75% of the total expenditures invoiced, up to the Maximum Contract Sum. The Contractor will provide matching funds for the balance of the total expenditures invoiced.

The Agreement between the County and Contractor expressly provides that the County has no obligation to pay for expenditures by the CCF beyond the contract amount. Further, CCF will not be asked to perform services which exceed the Contract amount, scope of work, or contract dates.

Community College Foundation is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

This Board letter has been reviewed by County Counsel and the Chief Administrative Office. The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

A pre-bid survey was conducted in April 2002, to determine if other sources for providing the specified training services were available in the public and private sector. Advertisement for the pre-bid survey was placed in four local newspapers for three days, between March 26, 2002, and April 8, 2002 and was also posted on the County of Los Angeles Web site. No agency other than the CCF was willing and able to provide these services. In accordance with you Boards February 23, 1999 motion for County departments to provide early notice of prospective sole source services contracts, DCFS notified the Board of this intent on April 30, 2002. Therefore, pursuant to State Regulations section 23-650.15, Procurement by Negotiation, DCFS proceeded to negotiate a sole source contract with CCF.

The Department of Children and Family Services has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

Under this 10-month Agreement, the Contractor will not receive any cost-of-living adjustment (COLA).

IMPACT ON CURRENT SERVICES

Foster parents and relative caregivers are required to participate in MAPP and/or KEPS training. These programs will provide education and training services to up to 2,100 participants during the contract term. Model Approach to Partnership in Parenting and KEPS training services are needed to provide a firm foundation for new foster parents and relative caregivers serving children under the care of DCFS. The services these programs provide will benefit foster children by providing qualified foster parents and relative caregivers to care for them.

The Honorable Board of Supervisors
August 29, 2002
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CONCLUSION

Upon execution by the Board of Supervisors, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and any attachments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Theresa Wisda, Contracts Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Kathleen Felice, Senior Deputy County Counsel
201 Centre Plaza Drive
Ground Floor
Monterey Park, CA 91754
3. Community College Foundation
Attention: Delia Johnson, Vice President
14156 Magnolia Blvd., Suite 101
Sherman Oaks, CA 91423

Respectfully submitted,

MARJORIE KELLY
Interim Director

MK:rl

Attachments (1)

c: Chief Administrative Officer
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller

AGREEMENT

FOR

**MODEL APPROACH TO PARTNERSHIP IN PARENTING (MAPP) AND
KINSHIP EDUCATION, PREPARATION AND SUPPORT (KEPS)
TRAINING SERVICES**

BETWEEN

THE COUNTY OF LOS ANGELES

DEPARTMENT OF CHILDREN AND FAMILY SERVICES

AND

THE COMMUNITY COLLEGE FOUNDATION

SEPTEMBER 2002

**AGREEMENT FOR
MODEL APPROACH TO PARTNERSHIP IN PARENTING (MAPP) AND
KINSHIP EDUCATION, PREPARATION AND SUPPORT (KEPS)
TRAINING SERVICES WITH THE COMMUNITY COLLEGE FOUNDATION**

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EXHIBITS

Exhibit A:	Statement of Work
	Attachment A: Department of Children and Family Services Service Planning Area
	Attachment B: Sample Format for Monthly Reports
Exhibit A-1:	Performance Requirement Summary
Exhibit B:	Budget
Exhibit C:	Model Approach to Partnership in Parenting (MAPP) Training Curriculum
Exhibit D:	Kinship Education, Preparation and Support (KEPS) Training Curriculum
Exhibit E:	Community Business Enterprise Form (CBE)
Exhibit F:	Contractor's Equal Employment Opportunity (EEO) Certification
Exhibit G:	Employee Acknowledgment and Confidentiality Agreement
Exhibit H:	Auditor-Controller Contract Accounting and Administration Handbook
Exhibit I:	Attestation of Willingness to Consider GAIN/GROW Participants
Exhibit J:	Notice to Employees Regarding the Federal Earned Income Credit (Internal Revenue Notice 1015)
Exhibit K:	Certification of Independent Price Determination
Exhibit L:	Child Support Compliance Program Certification
Exhibit M:	Contractor Employee Jury Service Policy
Exhibit N:	Jury Service Program Application for Exception and Certification Form

Exhibit O: Office of Management and Budget (OMB) Circular A-21, Cost Principles for Education Institutions

Office of Management and Budget (OMB) Circular A-110, Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations

Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-profit Organizations

Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations

AGREEMENT FOR
MODEL APPROACH TO PARTNERSHIP IN PARENTING (MAPP) AND
KINSHIP EDUCATION, PREPARATION AND SUPPORT (KEPS)
TRAINING SERVICES
(hereinafter referred to as "Agreement")

This Agreement, made and entered into this ____ day of _____ 2002, by and between

County of Los Angeles
hereinafter referred to as
"COUNTY"

and

The Community College Foundation
hereinafter referred to as
"CONTRACTOR"

W I T N E S S E T H

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the COUNTY desires to provide Model Approach to Partnership in Parenting (MAPP) training to prospective foster parents and Kinship Education, Preparation and Support (KEPS) training to Relative and Non-Relative caregivers; and

WHEREAS, COUNTY has determined that the services to be provided under this Agreement are of an extraordinary, professional nature; and

WHEREAS, pursuant to provisions of the State of California, AB 2307, Welfare and Institutions Code, section 16003(a), each community college that provides Foster and Kinship Care Education through the California Chancellor's Office, Foster and Kinship Care Education Department, is required to offer Kinship Orientation to Relative caregivers, and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. "Contract" means a legally binding Agreement between two parties;

- B. "Day(s)" means calendar day(s) unless otherwise specified;
- C. "DCFS" means COUNTY's Department of Children and Family Services;D
"Director" means COUNTY's Director of Children and Family Services or
her authorized designee;
- E. "Fiscal Year(s)" means COUNTY's Fiscal Year which commences July 1 and
ends the following June 30;
- F. "Project" means the work to be performed by CONTRACTOR as defined in
Exhibit A, Statement of Work;
- G. "COUNTY Program Manager" means COUNTY representative responsible for
daily management of contract operation and overseeing monitoring activities;
- H. "Subcontract" means a contract by which a third party agrees to provide services
or materials necessary to fulfill an original contract.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1.0 APPLICABLE DOCUMENTS

- 1.1 This Agreement, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.
- 1.2 Exhibits A, A-1, B, C, D, E, F, G, H, I, J, K, L, M, N, and O set forth below are attached to and incorporated by reference in this Agreement.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

- Exhibit A: Statement of Work
- Exhibit A-1: Performance Requirement Summary
- Exhibit B: Budget
- Exhibit C: Model Approach to Partnership in Parenting (MAPP)
Training Curriculum
- Exhibit D: Kinship Education, Preparation and Support (KEPS) Training
Curriculum
- Exhibit E: Community Business Enterprise Form (CBE)
- Exhibit F: Contractor's Equal Employment Opportunity (EEO)
Certification
- Exhibit G: Employee Acknowledgment and Confidentiality Agreement
- Exhibit H: Auditor-Controller Contract Accounting and Administration
Handbook

- Exhibit I: Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit J: Notice to Employees Regarding the Federal Earned Income Credit (Internal Revenue Notice 1015)
- Exhibit K: Certification of Independent Price Determination
- Exhibit L: Child Support Compliance Program Certification
- Exhibit M: Contractor Employee Jury Service Policy
- Exhibit N: Jury Service Program Application for Exception and Certification Form
- Exhibit O: Office of Management and Budget (OMB) Circular A-21, Cost Principles for Education Institutions
- Office of Management and Budget (OMB) Circular A-110, Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations
- Office of Management and Budget (OMB) Circular A-122, Cost Principles for Non-profit Organizations
- Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations

2.0 CONTRACTOR'S SERVICES

- 2.1 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with Model Approach to Partnership in Parenting (MAPP) and Kinship Education, Preparation and Support (KEPS) Training services as defined herein and as more fully set forth in Exhibit A, Statement of Work.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the contractor shall have no claim whatsoever against the COUNTY.

3.0 TERM AND TERMINATION

The term of this Agreement shall commence on September 17, 2002, or date of approval by COUNTY Board of Supervisors, whichever is later, and shall continue through June 30, 2003, unless terminated earlier as provided herein.

4.0 CONTRACT SUM

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this Agreement is

\$2,363,363, "Maximum Contract Sum". The CONTRACTOR shall provide an in-kind match of \$762,450 for the term of the Agreement.

4.1.1 In the event that COUNTY increases the "Maximum Contract Sum" pursuant to Section 12.0, Changes and Amendments of this Agreement, CONTRACTOR's in-kind match shall increase commensurate with the in-kind match rate listed in Exhibit B, Budget.

4.2 CONTRACTOR has prepared and submitted to COUNTY a Budget segregating direct, indirect costs, and profit for the work to be performed by CONTRACTOR under this Agreement. Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Section 12.0 hereof, CONTRACTOR shall prepare and submit an amended Budget.

4.3 The Maximum Contract Sum shall not exceed \$2,363,363 for the contract period from September 17, 2002 through June 30, 2003.

4.4 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the Maximum Contract Sum.

5.0 PAYMENT AND INVOICES

5.1 For work performed in accordance with the terms of this Agreement as determined by COUNTY, CONTRACTOR shall invoice COUNTY monthly in arrears in conformance with Exhibit B, Budget, and in the format prescribed by the COUNTY. Invoices shall contain detailed expenditures (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs) and in the same format as Exhibit B, Budget.

5.2 The CONTRACTOR shall be paid for work performed as detailed in Exhibit A, Statement of Work, Exhibit C, MAPP Training Curriculum, and Exhibit D, KEPS Training Curriculum of this Agreement as follows:

5.2.1 CONTRACTOR shall be paid for all administrative and indirect costs in arrears in ten (10) equal monthly payments.

5.2.2 CONTRACTOR shall be paid all subcontractor administrative and indirect costs in arrears in ten (10) equal monthly payments.

- 5.2.3 CONTRACTOR shall be paid subcontractor costs for conducting a class (a series of 12 modules) at the completion of the class.
- 5.2.4 The monthly payment amount to CONTRACTOR from COUNTY shall be seventy-five percent (75%) of the total expenditures invoiced each month
- 5.3 All invoices must contain a certification that all costs contributed by CONTRACTOR including indirect costs meet the requirements for reimbursement under Public Welfare, Section 45 of the Code of Federal Regulations, Part 235.60-235.66.
- 5.4 Expenditures made by CONTRACTOR in the operation of this Agreement shall be in compliance and conformity with the Office of Management and Budget (OMB) Circular A-122, Cost Principles For Non-profit Organizations, and the line item categories of Exhibit B, Budget.
- 5.5 Expenditures made by subcontractors on behalf of CONTRACTOR in the operation of this Agreement shall be in compliance with OMB Circular A-21, Cost Principles For Education Institutions. All costs applied to CONTRACTOR's matching fund shall be in accordance with OMB Circular A-110, Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations.
- 5.6 If CONTRACTOR does not contribute, at its own expense, the matching costs specified in Exhibit B, Budget, the COUNTY's liability for services provided under this Agreement shall be reduced proportionately.
- 5.7 Invoices shall contain supporting documentation including but not limited to a list of personnel with the number of hours or percentage of effort, applicable billing rate, and dates services were provided. Invoices shall also include an itemized list of operating costs, space costs, equipment purchases, the indirect cost or overhead charge rate and items to which it is applied, as well as any items unique to the Agreement.
- 5.8 CONTRACTOR, without prior approval of COUNTY, may reallocate up to a maximum of five percent (5%) of the Maximum Contract Sum for each year between the approved Exhibit B, Budget, categories (i.e. personnel, employee benefits, supplies and expenses, equipment, travel and indirect costs). Any subsequent budget modifications above the five percent (5%) maximum shall be agreed to by the parties and requested in writing by CONTRACTOR. In any event, such revisions shall not result in any increase in the Maximum Contract Sum. Such requests to COUNTY shall be addressed as follows:

Edward Sosa, Division Chief, Out of Home Care Programs
County of Los Angeles
Department of Children and Family Services
4024 North Durfee Ave.
El Monte, CA 91732

and a duplicate to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Theresa Wisda, Contracts Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020

- 5.9 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days at COUNTY's sole discretion as long as sufficient funds remain under this Agreement. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B, Budget.
- 5.10 CONTRACTOR shall submit the original monthly invoice to the Finance Office and one copy to the COUNTY Program Manager as defined in Exhibit A, Statement of Work, Section 2.3 for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles
Department of Children and Family Services
Finance Office - Contract and Grant Payments Unit
425 Shatto Place, Room 204
Los Angeles, California 90020

and a duplicate copy of the invoices to:

Edward Sosa, Division Chief, Out of Home Care
County of Los Angeles
Department of Children and Family Services
4024 North Durfee Ave.
El Monte, CA 91732

- 5.11 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to COUNTY Program Manager, or designee for review and approval. The COUNTY Program Manager shall review the detailed

charges to ensure charges are in accordance with the Agreement terms and that invoiced services have been received.

5.11.1 CONTRACTOR shall resolve any discrepancy in its monthly invoice prior to the approval of said invoice by the County Program Manager.

- 5.12 Upon approval of the monthly invoice, the COUNTY Program Manager, or designee, shall sign the original monthly invoice and return it within five business (5) days to the Finance Office for payment.
- 5.13 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Agreement. COUNTY shall use the Performance Requirement Summary (Exhibit A-1), in addition to other monitoring methods provided in this Agreement, to ascertain CONTRACTOR's compliance with contract requirements. COUNTY shall attempt to authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed, and dated by the COUNTY Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Agreement.
- 5.14 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number.
- 5.15 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment, or shall be set off against future payments due CONTRACTOR. Notwithstanding any other provision of this Agreement, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever is earlier.

6.0 RECORDS AND AUDITS

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Agreement in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in Auditor-Controller Contract Accounting and Administration Handbook and Office of Management and Budget (OMB) Circular A-133, Audits of State, Local

Governments, and Non-Profit Organizations. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.

- 6.2 CONTRACTOR agrees that COUNTY, or its authorized representatives, the State of California, or its authorized representatives, or the Federal Government, or its authorized representatives, including, but not limited to, the U.S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Agreement and for a period of five (5) years thereafter unless COUNTY's written permission is given to dispose of any such material prior to such time. If such material is located outside of the County of Los Angeles, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services Manual of Policy and Procedures, Section 23-353.
- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Agreement by any Federal or State auditor, or by any auditor employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 6.4 CONTRACTOR shall be responsible for annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the California Department of Social Services (CDSS), to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of the audit reports, CONTRACTOR shall forward copies of such reports to DCFS per Section 11.0, Notices of this Agreement.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including the interview of CONTRACTOR's staff, insurance agents, banks, personnel,

vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Agreement. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and Board members in all such efforts.

- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Agreement are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, or the State of California. In the event this Agreement is subject to Audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Agreement upon which COUNTY may withhold reimbursement or terminate this Agreement.

7.0 AUDIT SETTLEMENT

If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Agreement exceed the Maximum Contract Sum.

8.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

9.0 GENERAL INSURANCE REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contracts Administration, 425 Shatto Place, Los Angeles, CA 90020, prior to commencing services under this Agreement. Such certificates or other evidence shall:

9.1.1 Specifically identify this Agreement.

9.1.2 Clearly evidence all coverages required in this Agreement.

9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Agreement upon which COUNTY may immediately terminate or suspend

this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

9.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

9.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a "Non-Employee Injury Report" to the COUNTY Contract Manager.

9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

10.0 INSURANCE COVERAGE REQUIREMENTS

- 10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- 10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- 10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

- 10.4 Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

11.0 NOTICES

- 11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Marjorie Kelly, Interim Director
County of Los Angeles Department of Children and Family Services
Attention: Contracts Administration
425 Shatto Place
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Community College Foundation
14156 Magnolia Blvd., Suite 101
Sherman Oaks, CA 91423
Telephone: (818) 501-1940
FAX: (818) 501-1944

or

Such other place as may hereinafter be designated in writing by the CONTRACTOR.

- 11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR or of a co-partner, or if the CONTRACTOR is a corporation, an officer or member of the corporation, or by the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall in any case be sufficient notice.
- 11.3 CONTRACTOR shall notify COUNTY as provided in Section 11.1 when expenditures under this Agreement total seventy-five percent (75%) of the Maximum Contract Sum. Contractor shall also notify COUNTY as provided in Section 11.1 when the Agreement is within six (6) months of expiration.

12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Agreement, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Agreement, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes which affect the scope of work.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Agreement, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.

- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Agreement if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, proposers or negotiating entities for this Agreement; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0 of this Agreement.
- 12.4 Notwithstanding the provisions of Sections 12.1 and 12.2, COUNTY's DCFS Director may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement which increase payments to CONTRACTOR which are commensurate with increases in the units of service being provided under this Agreement under the following conditions.
- 12.4.1 COUNTY's total payments to CONTRACTOR shall not increase more than ten percent (10%) per year and in the aggregate above the original Maximum Contract Sum during the term of this Agreement.
- 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement.
- 12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and
- 12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Agreement changes, in writing, within ten (10) workdays following execution of such amendment.

13.0 ASSIGNMENT/DELEGATION OF RIGHTS

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the COUNTY of Los Angeles Board of Supervisors or the Director in the event the Director has the delegated authority to sign consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default herein and shall be null and void, subject to waiver by COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of

execution of this Agreement. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Agreement shall not waive or constitute such COUNTY consent.

- 13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this or similar agreements.
- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Agreement shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which COUNTY may have against CONTRACTOR, whether under this Agreement or otherwise.

14.0 SUBCONTRACTING

- 14.1 CONTRACTOR may subcontract with community colleges that provide Foster and Kinship Care Education through the California Chancellor's Office, Foster and Kinship Care Education Department, to provide services required under this Agreement. Such subcontracting is approved by COUNTY subject to the provisions of this Section. Any other attempt by CONTRACTOR to subcontract performance of any of the terms of this Agreement not expressed herein, in whole or in part, without consent of the Director or her designee, shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 14.2 All of the provisions of this Agreement and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights by a subcontractor under a subcontract, shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the County of Los Angeles."

- 14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Agreement. CONTRACTOR shall maintain and make available upon request of COUNTY Program Manager all below documents.
- 14.4.1 An executed Employee Acknowledgment and Confidentiality Agreement (see Exhibit G) executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
- 14.4.2 Certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by Section 9.0, General Insurance Requirements, and Section 10.0, Insurance Coverage Requirements, of this Agreement.
- 14.4.3 The Tax Identification Number of the subcontracting agency, to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 14.5 CONTRACTOR shall provide COUNTY's Program Manager with copies of all executed subcontracts after COUNTY Program Manager's approval.
- 14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 14.7 Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.
- 14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractors engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractor's or their officers, employees, and agents.

15.0 INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Agreement.

16.0 COVENANT AGAINST CONTINGENT FEES

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement for either a flat fee, a percentage commission or any other form or remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Agreement and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

17.0 DISCLOSURE OF INFORMATION

- 17.1 The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Agreement within the following conditions:
 - 17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.
 - 17.1.2 During the course of performance of this Agreement, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.
 - 17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

18.0 COMPLIANCE WITH APPLICABLE LAWS

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, County, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction there over.

18.1.1 CONTRACTOR acknowledges that this Agreement will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and Manual of Policies and Procedures Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Relations (41 CFR Part 60).

18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Agreement and may result in termination of this Agreement.

18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.1.

19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable,

and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

20.0 NON-DISCRIMINATION IN EMPLOYMENT

- 20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Agreement. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Agreement.

20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Agreement.

21.0 CLIENT GRIEVANCES

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY's Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from date of the request.

22.0 EVENTS OF DEFAULT

22.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Agreement if either of the following circumstances exist:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any, or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Agreement or fails to make progress so as to endanger performance of any term of this Agreement.

22.2 Default for Insolvency

COUNTY may terminate this Agreement for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR.

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

23.0 TERMINATION FOR CONTRACTOR'S DEFAULT

- 23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Agreement may be subject to termination either immediately or within such longer time period as noticed by COUNTY.
- 23.2 In the event COUNTY terminates this Agreement in whole or in part as provided in this Agreement, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Contract sum, shall be charged against the CONTRACTOR and/or its sureties.
- 23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.
- 23.4 In the event that, following services of the Notice of Termination of this Agreement under the provisions of this Agreement, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Agreement or that the default was excusable under provisions of this Agreement, a correction of the Notice of Termination shall be issued, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

24.0 TERMINATION FOR IMPROPER CONSIDERATION

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of a default by the CONTRACTOR.

- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

25.0 TERMINATION FOR CONVENIENCE

- 25.1 The performance of services under this Agreement may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance notice of termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- 25.2 After receipt of a notice of termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 25.2.1 Stop services under this Agreement on the effective date of termination.
- 25.2.2 To the extent possible, continue to, as required by this Agreement perform until the effective date of termination.
- 25.3 After receipt of a notice of termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Agreement for any terminated services.
- 25.4 Subject to the provisions of Section 25.3 above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Agreement. If after a good

faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 26.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible Contractors.
- 26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 26.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation

regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

26.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

26.7 These terms shall also apply to subcontractors of COUNTY Contractors.

27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Agreement.

27.2 All funds for payment are conditioned upon the County Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.

27.3 In the event the County Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the CONTRACTOR's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

27.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the CONTRACTOR under this Agreement. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

28.0 CONFLICT OF INTEREST

- 28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.
- 28.2 In accordance with Los Angeles County Code 5.44.010, no COUNTY employee may be employed by CONTRACTOR or subcontractor to provide services under this Agreement.
- 28.3 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts, which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts, which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

29.0 EMPLOYEE BENEFITS AND TAXES

- 29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Agreement or CONTRACTOR's performance hereunder.

30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit J).

31.0 CONFIDENTIALITY

- 31.1 CONTRACTOR shall maintain the confidentiality of all records, including but not limited to COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Agreement. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "Employee Acknowledgment and Confidentiality Agreement", Exhibit G. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 31.2 CONTRACTOR shall comply with applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and Manual of Policies and Procedures Division 19.

32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW

- 32.1 The Director shall be responsible for the enforcement of this Agreement on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. Director hereby reserves the right to assign such personnel as are needed to serve as COUNTY Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Agreement.
- 32.2 CONTRACTOR hereby agrees to cooperate with the Director, COUNTY Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.
- 32.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on a monthly basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards (See Exhibit A-1, Performance Requirement Summary). CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

32.5 CONTRACTOR shall prepare and submit to COUNTY's Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Agreement, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

34.0 CRIMINAL CLEARANCES

34.1 For the safety and welfare of the children to be served under this Agreement, at any time prior to, or during, the term of this Agreement, the COUNTY may require that all CONTRACTOR staff performing work under this Agreement undergo and pass, to the satisfaction of COUNTY, one or more background investigations, as a condition of beginning and/or continuing to work under this Agreement. COUNTY shall, in its sole discretion, determine the method of background investigation to be used and this method may including a COUNTY performed finger print security clearance. The fees associated with conducting the background investigation shall be at the expense of the CONTRACTOR , regardless if the CONTRACTOR's staff passes or fails the background investigation.

- 34.1.1 For purposes of the requirement in section 34.1, "CONTRACTOR staff" shall include all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of this Agreement or a subcontract of its services.
- 34.1.2 CONTRACTOR shall maintain, during the term of this Agreement, the complete results of each background investigation performed pursuant to section 34.1.
- 34.1.3 Upon request of COUNTY, CONTRACTOR shall, within forty-eight (48) hours, provide COUNTY with the complete written results of all of the arrest and conviction records required pursuant to section 34.1.
- 34.1.4 COUNTY may also require that some or all of CONTRACTOR's staff performing work under this Agreement submit to subsequent background investigations. COUNTY, in its sole discretion, shall determine the frequency and method of any subsequent background investigations.
- 34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent CONTRACTOR, volunteer staff or subcontractor who may come in contact with children while providing services under this Agreement when such information becomes known to CONTRACTOR.
- 34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

SECTION	TITLE
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration
243.4	Sexual battery

245	Assault with a deadly weapon or force likely to produce great bodily injury
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition
286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful Oral copulation.
289	Forcible acts of sexual penetration against the victim's will
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college

314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health or elder or dependent adult
647 (a) & (d)	Disorderly conduct relating to lewd/behavior/prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony as defined in California Penal Code Section 667.5 (c)

35.0 CHILD SUPPORT COMPLIANCE PROGRAM

35.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

35.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

35.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage and Earnings Assignment for Child and Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

35.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.0 "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this Contract.

Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 23.0, "Termination for Contractor's Default."

35.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

35.3.1 CONTRACTOR acknowledges that COUNTY places a high priority on enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. County's District Attorney will supply CONTRACTOR with the poster to be used.

36.0 FORMER FOSTER YOUTH CONSIDERATION

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 37.0 and 38.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

The Deputy Director, or designee
Bureau of Children and Family Services
Department of Children and Family Services
425 Shatto Place, Room 307
Los Angeles, California 90020

FAX: (213) 383-3773

36.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s) requests for application(s) may be sent, final date of acceptance for applications and any special circumstances relevant to the firing procedure for said position(s).

36.3 CONTRACTOR is exempt from the provisions of this Section if it is a government entity.

37.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

- 37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Agreement.
- 37.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple Street, Room 588
Los Angeles, California 90012
FAX: (213) 680-2450

- 37.3 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

38.0 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

- 38.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices) located nearest to the job location at the following addresses:

Region I -West County
5200 W. Century Blvd.
Los Angeles, CA 90045

Region II – West San Fernando Valley

14355 Roscoe Blvd.
Panorama City, CA 91402

Santa Clarita Sub-Office
27233 Camp Plenty Road
Canyon County, CA 91351

Palmdale Sub-Office
1050 E. Palmdale Blvd., #204
Palmdale, CA 93550

Region III - San Gabriel Valley

3216 Rosemead Blvd.
El Monte, Ca 91731

GAIN Cal-Learn Branch
3220 Rosemead Blvd.
El Monte, CA 91731

**Region IV - Central and West
County**

2910 W. Beverly Blvd
Los Angeles, CA 90057

Exposition Park-Sub-Office
3965 S. Vermont
Los Angeles, CA 90037

Region V - South County

2959 Victoria Street
Rancho Dominguez, CA 90221

Region VI - Southeast County

5460 Bandini Blvd.
Bell, CA 90201

Region VII - East San Fernando County

3307 N. Glenoaks Blvd.
Burbank, CA 91504

38.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s) anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications and any special circumstances relevant to the hiring procedure for said position(s).

38.4 CONTRACTOR is exempt from the provisions of this Section if it is a governmental entity.

**39.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE**

39.1 CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of

CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Agreement.

40.0 NOTICE OF DELAYS

- 40.1 Except as otherwise provided herein, when either party to this Agreement has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

41.0 USE OF RECYCLED-CONTENT PAPER

- 41.1 Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

42.0 PROPRIETARY RIGHTS

- 42.1 COUNTY and CONTRACTOR agree that all software, materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.2 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET," "PROPRIETARY," or "CONFIDENTIAL."
- 42.3 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.2. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.4 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Section 42.3 for:

- 42.4.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.2;
 - 42.4.2 Any materials, data and information covered under Section 42.1; and
 - 42.4.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.5 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.6 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.7 The provisions of Sections 42.4, 42.5, and 42.6 shall survive the expiration or termination of this Agreement.

43.0 FIXED ASSETS

- 43.1 Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five hundred dollars (\$500.00) or more, with a useful life of more than two (2) years. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

44.0 CHILD ABUSE PREVENTION REPORTING

- 44.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in

danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

44.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

44.2.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

44.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

44.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

45.0 COMMUNITY BUSINESS ENTERPRISE PROGRAM

45.1 In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and is attached as Exhibit E, Community Business Enterprise (CBE) Form.

46.0 AUTHORIZATION WARRANTY

46.1 CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

47.0 DISPUTE RESOLUTION PROCEDURE

47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes, which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 47.0

47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall

continue to pay sums not in dispute, during any such period of continued performance.

- 47.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to the COUNTY Program Manager for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the COUNTY Program Manager is unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to the Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that CONTRACTOR's Assistant to the Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 47.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 42.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

48.0 COMPLIANCE WITH JURY SERVICE PROGRAM

48.1 Jury Service Program.

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles

County Code, a copy of which is attached hereto as Exhibit M and incorporated by reference into and made a part of the Contract.

48.2 Written Employee Jury Service Policy.

48.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

48.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

48.2.3 CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer

qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

48.2.4 CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

49.0 INTERPRETATION OF CONTRACT

49.1 Validity

49.1.1 The invalidity, unenforceability, or illegality of any provision of this Agreement shall not render the other provisions thereof invalid, unenforceable, or illegal.

49.2 Governing Laws, Jurisdiction and Venue

49.2.1 This Agreement shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

49.3 Waiver

49.3.1 Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**MODEL APPROACH TO PARTNERSHIP IN PARENTING (MAPP) AND KINSHIP
EDUCATION, PREPARATION AND SUPPORT (KEPS) TRAINING SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer on the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

COMMUNITY COLLEGE
FOUNDATION

By _____

Name _____

Title _____

By _____

Name _____

Title _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

Tom Fagan
Deputy County Counsel

Tax Identification Number:

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

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ATTACHMENT A: DEPARTMENT OF CHILDREN AND FAMILY SERVICES SERVICE
PLANNING AREA

ATTACHMENT B: SAMPLE FORMAT FOR MONTHLY REPORTS

MODEL APPROACH TO PARTNERSHIP IN PARENTING (MAPP) AND KINSHIP EDUCATION, PREPARATION AND SUPPORT (KEPS) TRAINING SERVICES

1.0 INTRODUCTION

- 1.1 The Department of Children and Family Services (DCFS) provides required training to prospective foster parents and to Relative and Non-Relative extended family member caregivers. The training curriculum is the Model Approach to Partnership in Parenting (MAPP) for prospective foster parents and Kinship Education, Preparation and Support (KEPS) for Relative and Non-Relative caregivers.
- 1.2 MAPP training is required of all prospective foster parents prior to licensing and the placement of any child or children in their foster home. The Class Series is designed to train prospective foster parents to become successful caregivers to the children under the care and supervision of DCFS.
- 1.3 As set forth in the Response to the Relative Caregiver Task Force Report dated January 30, 2001, DCFS identified the lack of orientation and training as a major cause contributing to problems, deficiencies, and stress of Relative and Non-Relative extended family member caregivers. As a result, effective July 1, 2001, all Relative and Non-Relative extended family member caregivers are required to participate in Kinship Orientation and KEPS training. These services offer support for them in their role as caregivers and offer information concerning available resources and services to address the children's needs.

2.0 DEFINITIONS

2.1 CCL

"CCL" is defined as the California Department of Social Services Community Care Licensing

2.2 Class Series

"Class Series" is defined as training modules one (1) through twelve (12) of the MAPP or KEPS curriculum.

2.3 Contracting Officer

"Contracting Officer" is defined as the COUNTY contracts manager having responsibility for the COUNTY's contract process.

2.4 CONTRACTOR Project Manager

"CONTRACTOR Project Manager" is defined as the individual designated by the CONTRACTOR to manage the provision of services required by this Agreement.

2.5 CONTRACTOR Instructor

"CONTRACTOR Instructor" is defined as an employee of the CONTRACTOR or a subcontractor having a Bachelor of Arts (BA) in social science and two (2) years experience as a college trainer OR seven (7) years experience providing college training for Independent Living Programs (ILP), MAPP, or KEPS who is participating in any training pursuant to this agreement.

2.6 Family-to-Family

"Family-to-Family" is defined as specific training services designed to develop and enhance the student's communication skills when communicating with birth parents, foster parents, Relatives, Non-Relative caregivers, children, and social workers.

2.7 Finance Office

"Finance Office is defined as the location where CONTRACTOR must send invoices for payment located at 425 Shatto Place, Room 204, Los Angeles, CA 90020.

2.8 Foster Parent

A licensed individual having the authority and responsibility for providing 24-hour care and supervision in a family setting in the licensee's residence to the children placed in the licensee's home.

2.9 KEPS

"KEPS" is defined as Kinship Education, Preparation and Support training. It is provided to Relative and Non-Relative Extended Family Member caregivers and is designed to enhance their ability to provide ongoing care for the children placed in their home. KEPS training consists of the existing KEPS curriculum and six hours of Family-to-Family training.

2.10 Kinship Orientation

“Kinship Orientation” is defined as a four-hour orientation session provided by the CONTRACTOR, and is a prerequisite to KEPS training. This orientation offers support and information for Relative and Non-Relative extended family member caregivers concerning available resources and services to address the identified needs of a child placed in their home.

2.11 Kinship Orientation and KEPS Participants

“Kinship Orientation and KEPS Participants” is defined as Relative and Non-Relative Extended Family Member caregivers who have completed Kinship Orientation at the specified community colleges and who have enrolled in the KEPS program and attend the first module of the KEPS Class Series.

2.12 MAPP

“MAPP” is defined as the Model Approach to Partnership in Parenting training provided to all prospective Foster Parents and designed to provide a firm foundation of knowledge, skills, and attitudes regarding foster care. MAPP training shall consist of the existing MAPP curriculum and six hours of Family-to-Family training.

2.13 MAPP Participants

“MAPP Participants” is defined as prospective Foster Parents who have completed a foster care orientation provided by CCL, and who have enrolled in the MAPP program and have attended the first module of the MAPP Class Series.

2.14 MAPP and KEPS Certified Trainers

“MAPP and KEPS Certified Trainers” are defined as professional instructors certified in the MAPP and/or KEPS curriculum hired by CONTRACTOR to train CONTRACTOR Instructors and other members of the CONTRACTOR’s staff who provide services as co-trainers under this Agreement.

2.15 Non-Relative Extended Family Member

A “Non-Relative” or a “Non-Relative Extended Family Member” is defined as an adult caregiver that has an established familial or mentoring relationship with the child.

2.16 Quality Control

“Quality Control” is defined as all necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements and conform to the requirements set forth in the Statement of Work.

2.17 Relative

“Relative” is defined as an adult related to the child by blood, adoption or affinity within the fifth degree of kinship to the child.

2.18 Statement of Work

“Statement of Work” is defined as a document that describes specific requirements for training services, tasks, and the deliverables associated with this Agreement.

3.0 PROGRAM MANAGEMENT

3.1 CONTRACTOR shall maintain regular contact with and be readily available to COUNTY Program Manager or the COUNTY Program Manager’s designee. The COUNTY Program Manager assigned to this project is:

Edward Sosa, Division Chief, Out of Home Care
County of Los Angeles
Department of Children and Family Services
4024 North Durfee Ave.
El Monte, CA 91732

3.2 CONTRACTOR shall not schedule or conduct any meetings or negotiations under this Agreement on behalf of the COUNTY or DCFS.

3.3 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY Program Manager, Contracting Officer or their designated alternates and the CONTRACTOR’s Project Manager.

4.0 CONTRACTOR'S GENERAL RESPONSIBILITIES

4.1 Training Facilities

CONTRACTOR shall subcontract with various community colleges to provide a minimum of sixteen (16) training facilities, with at least two (2) training facilities located within each of the COUNTY's eight (8) Service Planning Areas detailed in Attachment A. With the knowledge and written approval of COUNTY Program Manager, CONTRACTOR may schedule and conduct MAPP and KEPS training at off-site facilities.

4.2 Kinship Orientation Curriculum

The CONTRACTOR shall collaborate with DCFS to update the existing Kinship Orientation curriculum until acceptable to DCFS.

4.3 Kinship Orientation

The CONTRACTOR shall ensure their subcontractors, the community colleges which provide Kinship Orientation through the California Chancellor's Office, Foster and Kinship Care Education Department, provide a standardized Kinship Orientation program.

4.4 MAPP Monthly Activity Reports and Invoices

CONTRACTOR shall submit monthly MAPP activity reports with a copy of their monthly invoice(s) to COUNTY Program Manager or designee. The MAPP Monthly Activity Reports shall contain the names of Foster Parents who enrolled in MAPP training, and the names of Foster Parents who have completed MAPP training, dates of the training, and facilities responsible for providing the training. A sample format of the MAPP Monthly Activity Reports is provided in Attachment B. The MAPP Monthly Invoice shall include specific expenditures and the source and amount of any matching financial contributions for the given month. Each MAPP Monthly Invoice shall also include the source and amount of any matching financial contributions for the previous months of the given fiscal year. The MAPP Monthly Invoice shall be in the same format as Exhibit B, Budget.

4.5 Kinship Orientation and KEPS Monthly Activity Reports and Invoices

CONTRACTOR shall submit monthly Kinship Orientation and KEPS activity reports with a copy of their monthly invoice(s) to the COUNTY Program Manager. These activity reports shall contain the names of Relative and Non-Relative caregivers who have enrolled in Kinship orientation, the names of all Relative and Non-Relative caregivers who have enrolled in KEPS training, the names of all Relative and Non-relative caregivers who have completed Kinship Orientation, and the names of all

Relative and Non-Relative caregivers who have completed KEPS training. Furthermore, said KEPS monthly activity reports shall include the dates of, and facilities responsible for providing KEPS training as well as the dates of and facilities responsible for providing Kinship Orientation.

4.5.1 CONTRACTOR shall utilize the sample format of the monthly activity reports provided in Attachment B to prepare these monthly reports.

4.5.2 All monthly invoices shall include specific expenditures and the source and amount of any matching financial contributions for the given month.

4.5.3 Each monthly invoice shall also include the source and amount of any matching financial contributions for the previous months of the given fiscal year. The invoice shall be in the same format as Exhibit B, Budget.

4.6 KEPS Training

CONTRACTOR shall ensure the provision of KEPS training as defined in this Statement of Work and shall ensure that subcontractors perform in accordance with the terms of this Agreement.

4.7 MAPP Training

CONTRACTOR shall ensure the provision of MAPP training as defined in this Statement of Work and shall ensure that subcontractors perform in accordance with the terms of this Agreement.

4.8 Designation of a CONTRACTOR Project Manager

CONTRACTOR shall provide a CONTRACTOR Project Manager, who shall be responsible for the overall management and coordination of this Agreement. CONTRACTOR shall notify COUNTY Program Manager in writing of changes to the designated CONTRACTOR Project Manager within 10 calendar days.

4.9 CONTRACTOR Personnel

CONTRACTOR shall provide only qualified personnel to perform the services required under this Agreement. CONTRACTOR Instructors and other personnel shall be certified or licensed as applicable in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. CONTRACTOR personnel shall possess sufficient background, experience and expertise to provide the services

required in this Statement of Work. The COUNTY in its sole discretion shall determine when CONTRACTOR personnel have sufficient background, experience, and expertise. CONTRACTOR shall also provide an experienced Foster Parent to serve as a co-trainer for each MAPPS training team and an experienced Relative/Non-Relative caregiver to serve as a co-trainer for each KEPS training team. The COUNTY in its sole discretion shall determine when the Foster Parent or Relative/Non-Relative caregiver have sufficient background, experience, and expertise to perform services under this agreement.

5.0 COUNTY'S GENERAL RESPONSIBILITIES

- 5.1 COUNTY will designate a COUNTY Program Manager to monitor the execution of the terms of this Agreement and provide reasonable assistance to the CONTRACTOR for administration of the Agreement.
- 5.2 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the COUNTY Program Manager and designated alternate(s) in writing at the time this Agreement is awarded and as needed thereafter.
- 5.3 The COUNTY Program Manager has full authority to monitor and evaluate the CONTRACTOR's performance under this Agreement.
- 5.4 The COUNTY Program Manager is not authorized to make any changes in the terms and conditions of this Agreement and is not authorized to obligate the COUNTY in any way whatsoever.
- 5.5 COUNTY will provide a DCFS social worker certified in the MAPP curriculum (per Section 6.6 below) to participate as a MAPP co-trainer for each MAPP training team.
- 5.6 The COUNTY Program Manager shall offer technical assistance and/or guidance to the CONTRACTOR in areas relating to COUNTY policy, information requirements and procedural requirements.
- 5.7 COUNTY will advise, consult, and collaborate with CONTRACTOR regarding recruitment of prospective Foster Parents in order to maximize class enrollment efforts. This shall include, but not be limited to, outreach with prospective Foster Parents who attend foster parent orientation meetings conducted by CCL and DCFS.
- 5.8 COUNTY will provide CONTRACTOR with a master calendar of projected CCL and DCFS foster parent orientation meetings and monthly updates.

- 5.9 The COUNTY Program Manager shall review and approve the annual master training schedule calendar (detailed in 6.8) with monthly updates provided by the CONTRACTOR.
- 5.10 In addition to other CONTRACTOR performance monitoring methods available herein to COUNTY, the COUNTY Program Manager shall also use the Performance Requirement Summary (Exhibit A-1) as a compliance monitoring tool.
- 5.11 All performance requirements listed in the Statement of Work are summarized in Exhibit A-1, Performance Requirement Summary. COUNTY Program Manager will review monthly activity reports per Exhibit A-1, Performance Requirement Summary to monitor CONTRACTOR compliance with contract requirements.

6.0 SCOPE OF WORK

6.1 Number of MAPP Participants

During the term of the Agreement, CONTRACTOR shall provide MAPP training to a minimum of 1,050 participants (prospective Foster Parent trainees). Enrollment shall consist of fifteen (15) to twenty-five (25) students per class. Any exceptions to these requirements shall require written approval by COUNTY Program Manager or designee prior to the start of the first module of the training class.

6.2 MAPP Curriculum

CONTRACTOR shall provide training for each prospective Foster Parent and complete each MAPP training class within a four (4)-month period (120 days) from the start of the first module of the training class. CONTRACTOR shall provide MAPP training utilizing the MAPP curriculum which shall consist of thirty-six (36) hours of training (See Exhibit C), of which the first (30) hours of training is called Group Preparation and Selection and the last six (6) hours of training is called Family-to-Family. Each student shall complete twelve (12) three (3)-hour modules for a total of thirty-six (36) hours of training.

6.3 Number of Kinship Orientation and KEPS Participants

CONTRACTOR shall provide Kinship Orientation and KEPS training to a minimum of 1,050 participants (Relative and Non-Relative Extended Family Member caregiver trainees) during the term of this Agreement. Class size/enrollment shall consist of fifteen (15) to twenty-five (25) participants per training class. Any exceptions shall require written

approval by COUNTY Program Manager or designee prior to the start of the first module of the KEPS training class.

6.4 KEPS Curriculum

CONTRACTOR shall provide KEPS curriculum. Curriculum shall consist of thirty (30) hours of KEPS training and six (6) hours of Family-to-Family training (See Exhibit D). Each Relative or Non-Relative participant shall complete twelve (12) three (3)-hour modules for a total of thirty-six (36) hours of training. CONTRACTOR shall provide this training to each student and complete each KEPS training class within a four (4)-month period (120 days) from the start of the first module of the training class.

6.4.1 If revisions to the KEPS curriculum are deemed necessary by DCFS during the term of this Agreement, these revisions will be submitted to the CONTRACTOR Project Manager. CONTRACTOR shall incorporate any revisions required by DCFS.

6.4.2 COUNTY Program Manager or designee will visit at least one module per training class.

6.5 MAPP and KEPS Training Materials

CONTRACTOR shall provide all training materials, manuals and necessary supplies to MAPP, Kinship Orientation, KEPS and Family to Family training participants.

6.6 MAPP and KEPS Trainers

CONTRACTOR shall be responsible for the training and certifying of MAPP and KEPS co-trainers in accordance with the MAPP and KEPS curriculum. This shall include, but not be limited to arranging and funding MAPP and KEPS Certified Trainers to train CONTRACTOR Instructors, social workers, and experienced Foster Parents/Relative and Non-Relative caregivers, and DCFS social workers assigned to the MAPP and/or KEPS program. All co-trainers will have completed the MAPP and/or KEPS training curriculum and be certified as a MAPP and/or KEPS trainer.

6.6.1 CONTRACTOR shall ensure that every MAPP Class Series is taught by a team of certified MAPP co-trainers. A team of MAPP co-trainers shall consist of no less than three people of which one will be a DCFS social worker, one who shall be an experienced Foster Parent, and the last who shall be a CONTRACTOR Instructor

6.6.2 CONTRACTOR shall ensure that every KEPS Class Series is taught by a team of certified KEPS co-trainers that will consist of no less than three people of which one will be a social worker provided by the CONTRACTOR, one experienced Relative/Non-Relative caregiver, and the last who shall be a CONTRACTOR Instructor

6.6.3 The team of certified MAPP/KEPS co-trainers assigned to a particular training facility will provide the training.

6.7 Preparation Meetings

CONTRACTOR shall ensure that each MAPP training team meets prior to each Class Series and shall prepare their lesson and discuss the training curriculum and their respective training roles throughout the Class Series.

6.8 MAPP/Kinship Orientation and KEPS Training Schedules

The CONTRACTOR shall submit an annual master training schedule calendar of training dates, times and locations at the commencement of the contract term and provide monthly updates with the monthly activity reports. The CONTRACTOR shall coordinate the dates, times and locations with the entire co-training teams prior to the submission of the annual master training schedule calendar. The annual master training schedule calendar start dates, days of the week and times of day for each Class Series will be staggered to prevent gaps or overlapping of Class Series. The CONTRACTOR shall submit the annual master training schedule calendar to the COUNTY Program Manager or designee for final approval at least thirty (30) days prior to the anticipated start date of the first Class Series. The COUNTY Program Manager or designee will notify the CONTRACTOR of approval/denial of the annual master training schedule calendar within ten (10) calendar days of submission of the calendar to the COUNTY Program Manager.

6.9 Language Diversity for MAPP Training

CONTRACTOR shall be required to provide a minimum of twenty-five percent (25%) of the MAPP Class Series in Spanish. The language of each MAPP Class Series shall be reflected by the CONTRACTOR in the annual master training schedule calendar detailed in Section 6.8. COUNTY may require the CONTRACTOR to provide MAPP training for other language populations including , but not limited to: Cambodian, Chinese, Korean, Tagalog, Vietnamese, and the hearing impaired. In the event, COUNTY requires CONTRACTOR to provide MAPP training in another language, COUNTY will provide CONTRACTOR with 30 calendar days advance notice, whenever possible.

6.10 Language Diversity for Kinship Orientation and KEPS Training

CONTRACTOR shall be required to provide a minimum of twenty-five percent (25%) of the Kinship Orientation and KEPS Class Series in Spanish. The language of each Kinship Orientation and KEPS training class will be reflected by the CONTRACTOR in the annual master training schedule calendar detailed in Section 6.8. COUNTY may require CONTRACTOR to provide Kinship Orientation and KEPS training for other language populations including, but not limited to: Cambodian, Chinese, Korean, Tagalog, Vietnamese, and the hearing impaired. In the event COUNTY requires CONTRACTOR to provide KEPS training in another language, COUNTY shall provide CONTRACTOR with 30 calendar days advance notice whenever possible,

6.11 MAPP Recruitment and Referrals

6.11.1 CONTRACTOR shall provide outreach recruitment, which shall include but is not limited to providing prospective Foster Parents with brochures, class schedules, and may include referrals to foster parent orientation training, and the Foster Care Hotline at 1-888-811-1121.

6.11.2 The CONTRACTOR shall enroll in MAPP training only prospective Foster Parents who have attended a foster care orientation. If CONTRACTOR recruits a prospective Foster Parent independently of DCFS, that individual must be referred to the Foster Care Hotline at 1-888-811-1121 in order to be scheduled to attend a foster care orientation.

6.11.3 COUNTY Program Manager, or designee shall provide CONTRACTOR with a monthly comprehensive list of prospective Foster Parents who attended a MAPP orientation meeting. The list will contain the first and last name, address, city, and zip code of the attendees. The CONTRACTOR shall contact and enroll prospective foster parents from the list. The respective training facilities shall be responsible for outreach and enrollment after a prospective Foster Parent has attended a scheduled orientation. Any person(s) who are certified with a Foster Family Home Agency **are not** authorized to enroll or attend a MAPP Class Series without written approval from the COUNTY Program Manager or designee.

6.12 Kinship Orientation and KEPS Recruitment and Referrals

6.12.1 The CONTRACTOR shall recruit and enroll Relative and Non-Relative caregivers identified by DCFS for the Kinship Orientation Training. Recruitment shall include but is not limited to mailing

promotional material and contacting Relative/Non-Relative caregivers by telephone. Monthly updated lists of Relative/Non-Relative caregivers will be provided by COUNTY Program Manager.

6.12.2 The CONTRACTOR shall recruit and enroll Relative and Non-Relative caregivers that have completed the Kinship Orientation in KEPS training. All Relative and Non-Relative caregivers must complete the Kinship Orientation prior to attending KEPS training. Recruitment shall include but is not limited to mailing promotional material and contacting Relative and Non-Relative caregivers by telephone.

6.12.3 CONTRACTOR shall maintain a record of those Relative and Non-Relative caregivers that have completed the Kinship Orientation and KEPS training.

6.12.4 CONTRACTOR shall provide to COUNTY Program Manager or designee, on a monthly basis, a record of all Relative and Non-Relative caregivers who have completed the Kinship Orientation and KEPS training. CONTRACTOR shall keep the names of the Relative and Non-Relative caregivers confidential and share with CONTRACTOR staff only the information that is needed to recruit, enroll and train Relative and Non-Relative caregivers.

6.13 Course Measure of Effectiveness

6.13.1 CONTRACTOR shall administer exams and quality assurance surveys to class participants to measure class effectiveness.

6.13.2 CONTRACTOR shall administer pre and post exams provided by DCFS to MAPP Foster Parents and KEPS Relative and Non-Relative caregivers to measure the increase of knowledge. CONTRACTOR shall forward the completed pre and post exams to the COUNTY Program Manager with the invoice for the service month if not collected by COUNTY staff prior to the end of the service month.

6.13.3 CONTRACTOR shall develop and administer a quality assurance survey to MAPP Foster Parents and KEPS Relative and Non-Relative caregivers at the end of each Class Series. The purpose of the quality assurance survey is to measure effectiveness and quality of CONTRACTOR Instructors, co-trainers, training facilities, the CONTRACTOR, etc. CONTRACTOR shall summarize questionnaires and provide a report to COUNTY Program Manager with the invoice for the service month.

7.0 QUALITY CONTROL

- 7.1 The CONTRACTOR shall establish and maintain a Quality Control process to assure all requirements of this Agreement are met or exceeded. On a quarterly basis, CONTRACTOR shall provide COUNTY Program Manager with a summary of the Quality Control process which includes but is not limited to: a) the number of schools assessed, b) the names of the schools assessed, c) a summary of random assessments of each school, d) copies of completed quality assurance surveys, and e) actions based on the assessments.
- 7.2 The Quality Control process shall include, but is not limited to, manuals that contain acceptable MAPP and KEPS training data for all training components defined herein.
- 7.3 COUNTY shall use the Performance Requirement Summary (Exhibit A-1) as a compliance monitoring tool.
- 7.4 CONTRACTOR shall immediately replace any CONTRACTOR provided MAPP, Kinship Orientation, or KEPS co-trainer if the COUNTY, in its sole discretion, determines their performance to be unacceptable.

8.0 GOVERNMENT OBSERVATIONS

- 8.1 Federal, State, and/or COUNTY personnel, in addition to DCFS contracting staff, may observe performance activities and documents under this Agreement at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

DEPARTMENT OF CHILDREN AND FAMILY SERVICES
SERVICE PLANNING AREA

SAMPLE FORMAT FOR MONTHLY REPORTS

MONTHLY ACTIVITY REPORT

MONTH ENDING: _____

Check the appropriate box(es).

Please separate MAPP activities from KEPS activities on these reports.

- ☐ MAPP/FAMILY-TO-FAMILY CLASS STATISTICS
- ☐ MAPP CERTIFICATION TRAINING (certified by the Child Welfare Institute)
- ☐ MAPP CERTIFIED TRAIN-THE-TRAINER TRAINING (to class instructors, foster parent, and social worker)

- ☐ KEPS/FAMILY-TO-FAMILY CLASS STATISTICS
- ☐ KEPS CERTIFIED TRAIN-THE-TRAINER TRAINING (to class instructors, relative caregiver, and social worker)

Class Statistics	Series Completed	Number Enrolled	Attended	Number of Graduates	Number of Temp. Cert
Language: English					
Language: Spanish					
Language: (please indicate)					
Monthly Totals					
Year to Date Totals (all languages)					

	Series Completed	Number Enrolled	Attended	Number of Graduates	Number of Cert
CERTIFICATION TRAINING (by CWI)					
CERTIFIED TRAIN-THE-TRAINER TRAINING (to class instructors, etc.)					
Monthly Totals					

Number of Attendees: The number of persons enrolled and who attends the first class.

Number Enrolled: The number enrolled represents the number of participants who signed up to take a class. These individuals may or may not have actually attended a class. They also may have signed up in a previous month and did not attend, or signed up at more than one training facility.

Number of Graduates: The number of graduates represents each participant who received a certificate of completion. Some of these graduates may be former participants who in the past received a temporary certificate.

Number of Temporary Certificates: The number of temporary certificates represents the participants who attended 10 of the 12 MAPP/Family-to-Family or KEPS/Family-to-Family sessions. When these participants make up missed class sessions, a certificate of completion can be issued.

Number of Certificates: The number of certificates represents the number of participants who completed the Certified Training, or the Train-the-Trainer Training.

MONTHLY ACTIVITY REPORT

MONTH ENDING: _____

Check the appropriate box(es).

Please separate MAPP activities from KEPS activities on these reports.

☐ MAPP/FAMILY-TO-FAMILY CLASS STATISTICS

☐ KEPS/FAMILY-TO-FAMILY CLASS STATISTICS

TRAINING FACILITY	START	END	# OF CLASSES	ENROLLED	ATTENDED	GRADS	TEMPS
GRAND TOTAL							

MONTHLY ACTIVITY REPORT

MONTH ENDING: _____

Check the appropriate box.

Please separate MAPP activities from KEPS activities on this report.

- ☐ MAPP/FAMILY-TO-FAMILY GRADUATES
- ☐ KEPS/FAMILY-TO-FAMILY GRADUATES

- **Training Facility Name - Under each name, list:**
 - 1. Language (English or Spanish)**
 - 2. CCL License Number**
 - 3. First Name of Caregiver**
 - 4. Last Name of Caregiver**
 - 5. Spouse/Partner**
 - 6. Address**
 - 7. City**
 - 8. Zip Code**
- **Status (Did participant graduate?)**
- **Total Hours**
- **Class End Date**

EXHIBIT A-1

PERFORMANCE REQUIREMENT SUMMARY

PERFORMANCE REQUIREMENT SUMMARY

Required Services	Performance Indicator	Acceptable Quality Level	Compliance Monitoring Method
1. CONTRACTOR must provide a minimum of 16 training facilities, with 2 facilities located within each DCFS Strategic Planning Area.	Monthly Activity Report.	100%	COUNTY Program Manager will verify compliance with this requirement by review and approval of Monthly Activity Report and invoice.
2. CONTRACTOR must train a minimum of 1,050 MAPP participants per contract year.	Monthly Activity Report.	100%	COUNTY Program Manager review and approval of Monthly Activity Report and invoice.
3. CONTRACTOR must train a minimum of 1,050 Kinship Orientation and KEPS participants per contract year.	Monthly Activity Report.	100%	COUNTY Program Manager review and approval of Monthly Activity Report and invoice.
4. CONTRACTOR may enroll for MAPP training, only prospective foster parents who have attended a foster care orientation.	Monthly Activity Report.	100%	COUNTY Program Manager review and approval of Monthly Activity Report and invoice.
5. CONTRACTOR may enroll for KEPS training, only those who have attended Kinship Orientation	Monthly Activity Report.	100%	COUNTY Program Manager review and approval of Monthly Activity Report and invoice.
6. CONTRACTOR must provide a minimum of 25% of MAPP, Kinship	Monthly Activity Report.	100%	COUNTY Program Manager review and approval of Monthly Activity Report and

Required Services	Performance Indicator	Acceptable Quality Level	Compliance Monitoring Method
Orientation and KEPS training in Spanish. Other languages may be required by COUNTY.			invoice.
7. The start dates, days of the week and times of day for each of the Class Series shall be staggered to prevent gaps and inundation of classes at the same time.	Annual master training schedule calendar with monthly updates.	100%	COUNTY Program Manager review and approve the annual master training schedule calendar with monthly updates.
8. CONTRACTOR must provide one Instructor and one experienced Foster Parent certified in the MAPP curriculum for each MAPP training team.	Annual master training schedule calendar with monthly updates.	100%	COUNTY Program Manager review and approve the annual master training schedule calendar with monthly updates. Verify any new Foster Parent co-trainer meets the required experience criteria.
9. CONTRACTOR must provide one Instructor, one experienced Relative or Non-Relative caregiver, and one social worker certified in the KEPS curriculum for each KEPS training team.	Annual master training schedule calendar with monthly updates	100%	COUNTY Program Manager review and approve the annual master training schedule calendar with monthly updates. Verify any new Relative or Non-Relative caregiver co-trainer meets the required experience criteria.
10. CONTRACTOR responsibility to train and certify all MAPP co-trainers, including DCFS social workers, in the MAPP curriculum.	Monthly Activity Report	100%	COUNTY Program Manager will review and approve Monthly Activity Report and invoice
11. CONTRACTOR responsibility to ensure KEPS co-trainers are	Monthly Activity Report	100%	COUNTY Program Manager will review and approve the Monthly Activity Report and

Required Services	Performance Indicator	Acceptable Quality Level	Compliance Monitoring Method
certified in the KEPS curriculum.			invoice.
12.CONTRACTOR must administer pre and post training exams developed by DCFS to participants in the MAPP training.	Review of exams	70% improvement from pre and post test.	Program staff will review pre and post exam results. CONTRACTOR effectiveness shall be measured by the improved scores of the post test.
13.CONTRACTOR must administer pre and post training exams developed by DCFS to participants in the KEPS training.	Review of exams	70% improvement from pre and post test.	Program staff will review pre and post exam results. CONTRACTOR effectiveness shall be measured by the improved scores of the post test.
14. CONTRACTOR shall administer a class quality assurance surveys at the end of each MAPP and KEPS Class Series and prepare a summarized report to COUNTY Program Manager.	Review of report summary.	100%	COUNTY Program Manager will review results and discuss weaknesses or any other area of concern with CONTRACTOR.

EXHIBIT B

BUDGET

THE COMMUNITY COLLEGE FOUNDATION
Budget

DIRECT OPERATIONAL EXPENSES						COMBINED PROGRAMS			MAPP			KEPS		
						Total	Actual	Match	Total	Actual	Match	Total	Actual	Match
A. SALARIES						FTE								
Regional Director		\$115,000	0.15			\$ 16,995	\$ 16,995		\$ 8,497	\$ 8,497		\$ 8,497	\$ 8,497	
Assistant Director		\$60,000	0.20			11,800	11,800		5,900	5,900		5,900	5,900	
Program Manager		\$60,000	0.95			56,800	56,800		28,400	28,400		28,400	28,400	
Program Operations Manager		\$45,000	1.96			88,200	88,200		44,100	44,100		44,100	44,100	
Program Specialist		\$38,000	0.97			36,716	36,716		18,358	18,358		18,358	18,358	
Admin Assistant/ Clerk/Support Staff		\$ 30,000	3.97			119,200	119,200		59,600	59,600		59,600	59,600	
Total Salaries			8.19			329,711	329,711		164,856	164,856		164,856	164,856	
B. BENEFITS						Percentage of Salary								
Medical/Dental		9.86%				32,517	32,517		16,259	16,259		16,259	16,259	
Life Insurance		0.09%				305	305		152	152		152	152	
Social Security		7.65%				25,223	25,223		12,611	12,611		12,611	12,611	
State Unemployment (1)		3.80%				2,179	2,179		1,089	1,089		1,089	1,089	
Workmen's Comp		0.57%				1,879	1,879		940	940		940	940	
Professional Liability Insurance		3.86%				12,735	12,735		6,367	6,367		6,367	6,367	
Total Benefits		25.84%				74,838	74,838		37,419	37,419		37,419	37,419	
C. CONSULTANT														
Curriculum/Service						7,229	7,229		3,614.50	3,614.50		3,614.50	3,615	
Social Workers						-	-		-	-		-	-	
Trainings						-	-		-	-		-	-	
Network Admin						30,000	30,000		15,000.00	15,000.00		15,000.00	15,000	
Total Consultant						\$ 37,229	\$ 37,229		\$ 18,615	\$ 18,615		\$ 18,615	\$ 18,615	
Total Salaries & Benefits						\$ 441,778	\$ 441,778		\$220,889	\$220,889		\$220,889	\$ 220,889	
D. SERVICES AND SUPPLIES														
Telephones						9,000	9,000		4,500	4,500		4,500	4,500	
Xerox						4,500	4,500		2,250	2,250		2,250	2,250	
General Office Supplies						31,500	31,500		15,750	15,750		15,750	15,750	
Total Services and Supplies						\$ 45,000	\$ 45,000		\$ 22,500	\$ 22,500		\$ 22,500	\$ 22,500	

[illegible]

				MAPP Budget	Course Budget	Coordination * Preparation Budget	Indirect Budget	Total	Actual Course Budget	Actual Coord. & Prep. Budget (See note below)	Match
LA City		Indirect @	45.9%	3	\$23,220	\$12,042	\$16,185	\$51,447	\$24,149	\$12,042	\$15,256
East LA		Indirect @	45.9%	4	\$30,960	\$16,056	\$21,580	\$68,596	\$32,198	\$16,056	\$20,342
Southwest		Indirect @	45.9%	6	\$37,608	\$24,084	\$28,317	\$90,009	\$39,112	\$24,084	\$26,812
Mission		Indirect @	45.9%	5	\$38,700	\$20,070	\$26,975	\$85,745	\$40,248	\$20,070	\$25,427
Pierce		Indirect @	45.9%	2	\$15,480	\$8,028	\$10,790	\$34,298	\$16,099	\$ 8,028	\$10,171
West LA		Indirect @	45.9%	2	\$15,480	\$8,028	\$10,790	\$34,298	\$16,099	\$ 8,028	\$10,171
Trade Tech		Indirect @	45.9%	3	\$23,220	\$12,042	\$16,185	\$51,447	\$24,149	\$12,042	\$15,256
Harbor		Indirect @	45.9%	4	\$30,960	\$16,056	\$21,580	\$68,596	\$32,198	\$16,056	\$20,342
PCC		Indirect @	30.0%	3	\$23,220	\$12,042	\$10,579	\$45,841	\$24,149	\$12,042	\$9,650
Compton		Indirect @	60.0%	7	\$54,180	\$28,098	\$49,367	\$131,645	\$56,347	\$28,098	\$47,200
Antelope Valley		Indirect @	23.5%	6	\$46,440	\$24,084	\$16,573	\$87,097	\$48,298	\$24,084	\$14,716
Rio Hondo		Indirect @	60.0%	4	\$22,128	\$16,056	\$22,910	\$61,094	\$23,013	\$16,056	\$22,025
Citus/Mt SAC		Indirect @	49.0%	8	\$53,088	\$32,112	\$41,748	\$126,948	\$55,212	\$32,112	\$39,624
COC		Indirect @	60.0%	3	\$23,220	\$12,042	\$21,157	\$56,419	\$24,149	\$12,042	\$20,228
Cerritos		Indirect @	55.1%	4	\$30,960	\$16,056	\$25,906	\$72,922	\$32,198	\$16,056	\$24,667
El Camino		Indirect @	15.1%	2	\$15,480	\$8,028	\$3,550	\$27,058	\$16,099	\$ 8,028	\$2,931
Long Beach City		Indirect @	30.0%	4	\$30,960	\$16,056	\$14,105	\$61,121	\$32,198	\$16,056	\$12,866
		TOTAL		70	\$515,304	\$280,980	\$358,298	\$1,154,582	\$535,916	\$280,980	\$337,686
								\$2,493,523	\$1,101,073	\$630,000	\$762,450
	KEPS – includes cost of SW, Trainings, QA, and Curriculum										
	MAPP - includes cost of Trainings, QA and Curriculum										
Note	No 4% indirect is allocated to the colleges on this portion of their budgeted amount										
	Since they do not incur any overhead for these services.										

EXHIBIT C

Model Approach to Partnership in Parenting (MAPP) Training Curriculum

EXHIBIT C

Model Approach to Partnership in Parenting (MAPP) Training Curriculum

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MAPP Module 1

Welcome to the Group Preparation and Selection Program

The duration of MAPP Module 1 is three (3) hours. Participating in MAPP Module 1 should enable prospective foster parents and adoptive parents to:

- Explain why ten weeks are needed to complete the Group Preparation and Selection Program meetings.
- Explain what is expected of them-selection/preparation process (for example, roadwork, attending meetings, family discussions, etc.).
- Describe their role in the mutual selection process.
- Define the purpose of foster care and adoption.
- Explain the goal of the Group Preparation and Selection program.
- Identify a specific personal strength and need in at least four (4) skill areas.
- Define key child welfare words (such as "permanency planning" and "legal risk") in their own words.
- Provide at least four reasons why children and birth parents may require foster care and adoption services.
- Describe how behaviors demonstrate feeling or emotional needs.
- Demonstrate at least three ways to communicate effectively with a child who is expressing angry and sad emotions.
- Demonstrate three active listening techniques that can be used with children.
- Make an informed decision about attending MAPP Module 2.

MAPP Module 2

Where the MAPP Leads: A Foster Care and Adoption Experience

The duration of MAPP Module 2 is three (3) hours. Participating in MAPP Module 2 should enable prospective foster parents and adoptive parents to:

- Discuss the emotions which children and birth parents may feel during placement, visits and reunification.
- Talk with children about their birth parents, using empathy about the child's experiences.
- Identify a child's needs, as expressed by their behavior, to build on their strengths and meet their needs.
- Communicate a sense of partnership with birth families and communicate a willingness to children to support their connections to their birth families.
- Begin to assess their own strengths and needs in helping a child move from temporary placement to a permanent family.
- Identify the roles and emotions of birth parents, workers, adoptive parents and foster parents and describe how to develop and maintain partnership among them.
- Make an informed decision about attending Module 3, based on their strengths/needs assessment and their understanding of partnership responsibilities.

MAPP Module 3

Losses and Gains: The Need to Be a Loss Expert

The duration of MAPP Module 3 is three (3) hours. Participating in MAPP Module 3 should enable prospective foster parents and adoptive parents to:

- Explain why foster parents, adoptive parents and child welfare workers need to be "loss experts."
- Identify why the separation/grieving process is a natural and expected part of foster care and adoption.
- Describe the stages of the grieving process and how behaviors reflect feelings of grief.
- Plan at least four ways to help a child with grieving behavior (ways that help a child reach a level of "acceptance" or "understanding").
- Explain the difference between situational and maturational loss.
- Identify at least one unique responsibility of foster parents, adoptive parents and child welfare workers in turning losses into gains.
- Identify several possible problems that can occur when foster parents and adoptive parents are not "loss experts."
- Identify several losses a child might experience before moving into an adoptive home or a foster home.
- Describe ways a child might react to earlier losses and explain why new losses may bring back old feelings.
- Explain why some children get "stuck" in grieving and plan ways to help a child move on to "understanding" or acceptance."
- Explain ways birth parents may express their own losses.
- Make an informed decision about attending MAPP Module 4.

MAPP Module 4

Helping Children with Attachments

The duration of MAPP Module 4 is three (3) hours. Participating in MAPP Module 4 should enable prospective foster parents and adoptive parents to:

- Determine the impact of a child's separation from one set of parents on the ability to attach to another set of parents.
- Form positive attachments with children.
- Develop positive attachments between parents and children that meet children's needs and develop trust and security.
- Determine ways that partnership among all the child's parents (birth, foster and adoptive) and child welfare workers is important to helping children develop positive attachments.
- Describe the relationship between meeting needs and building attachment and trust.
- Determine their ability to parent a child with possible attachment problems and developmental delays.
- Describe ways a child's ability to attach may relate to foster parent's and adoptive parent's need to have a child attach.
- Consider the issues in attachment, in making a decision whether to foster or adopt.
- Explain to other family members or school personnel about possible attachment problems and developmental delays of children.
- Assess their ability to have realistic expectations of children's ability to attach.
- Assess their own strengths/needs in helping a child to attach.
- Make an informed decision about attending MAPP Module 5.

MAPP Module 5

Helping Children Learn to Manage Their Behaviors

The duration of MAPP Module 5 is three (3) hours. Participating in MAPP Module 5 should enable prospective foster parents and adoptive parents to:

- Learn and understand the duties and responsibilities of the birth parent/relatives, foster parents, CSWs, community workers to work together as a team to help children learn behaviors that are healthy, socially acceptable and meet their needs;
- Describe the relationship between self-esteem, discipline and behavior change;
- Identify the reasons that physical punishment is not an effective method for helping children learn behaviors that promote healthy growth and development;
- Describe key points of the agency's discipline policy;
- Identify alternatives to physical punishment for helping children learn behaviors;
- Use methods of discipline that are not harmful to the child;
- Use three methods of behavior change which do not involve physical punishment, following the agency's discipline policy;
- Use discipline methods that match the children's ages and stages of development; and
- Make an informed decision about attending MAPP Module 6.

MAPP Module 6

Helping Children with Birth Family Connections

The duration of MAPP Module 6 is three (3) hours. Participating in MAPP Module 6 should enable prospective foster parents and adoptive parents to:

- Define identity, self-concept, and connections.
- Explain the importance of and how to maintain a child's cultural identity.
- Identify one or more ways to help children and youth build a positive identity.
- Explain why children need and want information about their adoption and birth connections at each stage of development.
- Identify five (5) connections which children may risk losing when they enter foster care or adoption and how community connections may prevent the loss.
- Describe the purpose and contents of a life book.
- Understand the duties and responsibilities of parents/relatives, foster parents, CSWs, and community workers so that they can work together as a team.
- Understand the additional stresses placed on foster parents and CSWs as caregivers to children and their families, including problems that arise with visitation.
- Make an informed decision about attending MAPP Module 7.

MAPP Module 7

Gains and Losses: Helping Children Leave Foster Care

The duration of MAPP Module 7 is three (3) hours. Participating in MAPP Module 7 should enable prospective foster parents and adoptive parents to:

- Explain why family reunification is always the first choice for a case-planning goal.
- Explain why, in addition to reunification, case-planning goals include placement with Relatives, adoption or independent living.
- Identify partnership roles among child welfare workers, foster parents, adoptive parents and birth parents in helping children leave foster care for a permanent home (returning to birth family, being adopted or living independently).
- Identify some possible causes of foster care and adoption disruptions.
- Describe behaviors, which are signs of each stage of a disruption.
- Describe how the disruption affects children, families and staff.
- Identify the partnership roles and responsibilities in disruption prevention and intervention.
- Explain several pros and cons of foster parent adoptions.
- Plan and use specific techniques to help children move back home, move to an adoptive home, move to another foster home, and move out on their own to live independently.
- Identify ways to help themselves and their families recover from the loss of a child who leaves their home.
- Make an informed decision about attending MAPP Module 8.

MAPP Module 8

Understanding the Impact of Fostering or Adopting

The duration of MAPP Module 8 is three (3) hours. Participating in MAPP Module 8 should enable prospective foster parents and adoptive parents to:

- Define a family in more than one way.
- Define the family as a 'system,' having unique boundaries, rules, roles, ways of communication, and ways of making decisions.
- Identify the various habits, fears, hopes, relationships, and values that a new child will bring into the family system.
- Explore the possible effects of a new child on family relationships and relationships with "significant others."
- Use an EcoMap to assess their family's strengths and needs in fostering or adopting.
- Determine preventive strategies to reduce the impact of placement of a child in their family.
- Identify health and safety issues to which they may need to respond as children enter their family.
- Determine their own strengths and needs in integrating a new child into their family.
- Make an informed decision about attending MAPP Module 9.

MAPP Module 9

Perspectives in Adoptive Parenting and Foster Parenting

The duration of MAPP Module 9 is three (3) hours. Participating in MAPP Module 9 should enable prospective foster parents and adoptive parents to:

- Describe foster families and adoptive families who are happy and successful with their foster care and adoption experiences.
- Identify examples of ways other families became involved and stayed involved in foster care and adoption.
- Identify the different kinds of effects fostering and adopting can have on family systems.
- Describe specific foster care and adoption experiences of other families, and challenges in the foster care and adoption system.
- Describe their interests and abilities either to foster or adopt.
- Describe the kind of child (personality, behavior and family background) that they could best parent.
- Describe what it would be like to be a foster or adoptive family.
- Measure their own interests, abilities and concerns against those of other foster parents and adoptive parents.
- Identify ways to prepare for the foster care or adoption experience.
- Obtain feedback from family members and friends who participated in Module 9.
- Make an informed decision about attending MAPP Module 10.

MAPP Module 10

Endings and Beginnings

The duration of MAPP Module 10 is three (3) hours. Participating in MAPP Module 10 should enable prospective foster parents and adoptive parents to:

- Describe specific strengths and needs in becoming foster parents, adoptive parents, or helping children and families in other ways.
- Identify at least one strength and one need that is different today than in MAPP Module 1.
- Identify steps necessary for moving from group member to foster parent, adoptive parent or child welfare volunteer.
- Describe in their own words the importance of partnership in permanency planning.
- Describe not only their personal strengths and needs, but, where appropriate, describe their family's strengths and needs in fostering or adopting.
- Identify the kind of child (personality, behavior, and family background) that they could best parent, and describe why that "picture" has or has not changed during the meeting.
- For those participants who have decided not to foster or adopt right now, identify what has helped them make that decision.
- Describe ways they can participate actively as a partner in permanency planning.
- Identify the unique roles and responsibilities of foster parents, adoptive parents, birth parents, and child welfare workers in permanency planning.
- Identify specific strengths and needs of the Group Preparation and Selection Program.
- Make an informed decision about attending MAPP Module 11.

MAPP Module 11

Family-to-Family Understanding Child/Birth Family Relationships

The duration of MAPP Module 11 is three (3) hours. Participating in MAPP Module 11 should enable prospective foster parents and adoptive parents to:

- Understand the importance of families including their strengths.
- Understand the laws that support family relationships and emotional ties.
- Understand values about families.
- Understand skills involved in working with families.
- Understand the life-long importance of birth families to children in post permanency placement with kin.
- Make an informed decision about attending MAPP Module 12.

MAPP Module 12

Family-to-Family Cultural Awareness, Diversity and Communication Skills

The duration of MAPP Module 12 is three (3) hours. Participating in MAPP Module 12 should enable prospective foster parents and adoptive parents to:

- Develop verbal and non-verbal communication skills among birth parents, kinship care providers, the birth parents(s') child(ren) and/or caregiver'(s') child(ren), and social workers that will enhance self-esteem and individuality.

EXHIBIT D

Kinship Education, Preparation and Support (KEPS) Training Curriculum

EXHIBIT D

Kinship Education, Preparation and Support (KEPS) Training Curriculum

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KEPS MODULE 1

INTRODUCTION TO THE EDUCATIONAL/GROUP SUPPORT PROGRAM

KEPS Module 1 will provide an opportunity for Relative caregivers and co-trainers to get acquainted with each other, establish comfort, safety, purpose, structure and desired outcomes of the program. The duration of Module 1 is three (3) hours and contributes to the development of the following three core abilities:

Core Ability Number 1: Relative caregivers will be able to support the emotional, educational and physical development and safety needs of children placed in their care as a result of maltreatment and drug exposure.

Core Ability Number 3: Relative caregivers will be able to identify the strengths and needs of their families to meet the ongoing needs of the children placed in their care.

Core Ability Number 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through group process.

By the end of this meeting, participants will be able to:

- Introduce participants and trainers by name.
- Share personal information about themselves and the children living in their homes.
- Identify the purpose and outcomes of the Relative caregiver program.
- Define kinship care and Relative caregiver.
- Describe DCFS mission and four program initiatives relating to safety, adoption, emancipation and education.
- Define strengths and needs.
- Define the strengths approach.
- Establish expectations and ground rules.
- Identify ways to communicate in a group.
- Define self-disclosure.
- Define support group.
- Describe family sharing.
- Identify the benefits of support group.
- Identify similarities and differences among caregivers.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A.	Welcome and Introductions
Unit B.	Mutual Expectations
Unit C.	Family Sharing

KEPS MODULE 2

ASSESSING THE IMPACT OF THE CHILDREN LIVING IN MY HOME

KEPS Module 2 provides the participants with an opportunity to assess the immediate impact of having children live in their homes. This meeting will also assist caregivers in assessing their ability to meet the present needs of the children in their care. The duration of Module 2 is three (3) hours and contributes to the development of the following five core abilities:

Core Ability No. 2: Relative caregivers will be able to access formal and informal services on behalf of children in their care.

Core Ability No. 3: Relative caregivers will be able to identify the strengths and needs of their families to meet the ongoing needs of the children placed in their care.

Core Ability No. 4: Relative caregivers will be able to assess the current impact of a child's placement on their own family's functioning.

Core Ability No. 5: Relative caregivers will be able to relate to birth parents in ways that support the agency's case planning goals.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from Module 1.
- Identify key issues and topics for Module 2.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.
- Identify similarities and differences among caregivers.
- Describe the family assessment process.
- Describe a Family Plan.
- Describe DCFS policy and standards for placement of children with relatives.
- Describe their life situations prior to having children placed in their care.
- Identify their own life changes upon the children's placement in their care.
- Identify their hopes and fears for the long-term care of children.
- Describe changes in relationships with family members and friends.
- Identify housing resources and services available through state and local systems.
- Identify their own family members housing needs.

Unit A.	Summary and Review
Unit B.	Family Sharing
Unit C.	Family Assessment Process
Unit D.	Looking at how I am affected by the children living in my home.

KEPS MODULE 3

LOOKING AT MY ROLE IN ACHIEVING LEGAL PERMANENCY

KEPS Module 3 provides participants with an overview of reunification and adoption and identifies ways in which caregivers can support permanency planning. It will also continue to provide participants with the opportunity to assess the strengths and needs of the members of their immediate household and of their extended family members. The duration of Module 3 is three (3) hours and contributes to the development of the following five core abilities:

Core Ability No. 2: Relative caregivers will be able to access formal and informal services on behalf of children in their care.

Core Ability No. 3: Relative caregivers will be able to identify the strengths and needs of their families to meet the needs of children placed in their care.

Core Ability No. 4: Relative caregivers will be able to assess the current impact of a child's placement on their own family's functioning.

Core Ability No. 5: Relative caregivers will be able to relate to birth parents in ways that support the agency's case planning goals.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from Module 2.
- Identify key issues and topics for Module 3.
- Define reunification.
- Define adoption.
- Define legal permanency.
- Identify ways in which they can support permanency planning.
- Identify roles and responsibilities of CSWs in case planning and accessing financial assistance.
- Describe Youakim benefits.
- Describe the Adoption Assistance Program.
- Describe the juvenile dependency court process.
- Identify legal services and how to access them.
- Define an EcoMap.
- Identify the elements of an EcoMap.
- Draw an EcoMap of their own family.
- Describe the supports within their immediate family system.

- Describe the support systems outside their immediate family.
- Identify sources of stress within their immediate family system.
- Identify sources of stress outside their immediate family.
- Define transitional issues.
- Identify transitional issues for relative caregivers.
- Identify their own transitional issues.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A. Summary and Review
Unit B. Supporting Legal Permanency
Unit C. Looking at my Family

KEPS MODULE 4

ASSESSING THE STRENGTHS AND NEEDS OF CHILDREN IN MY CARE

KEPS Module 4 helps caregivers begin to focus on the needs of the children living in their homes and to identify the types of services they need to access to ensure stability in the children's overall growth and development. The duration of Module 4 is three (3) hours and contributes to the development of the following four core abilities

Core Ability No. 1: Relative caregivers will be able to support the emotional, educational and physical development and safety needs of children placed in their care as a result of maltreatment and drug exposure.

Core Ability No. 2: Relative caregivers will be able to access formal and informal services on behalf of children in their care.

Core Ability No. 3: Relative caregivers will be able to identify the strengths and needs of their families to meet the ongoing needs of children placed in their care.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through the group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from Module 3.
- Identify key issues and topics for Module 4.
- List the reasons children come into out-of-home care.
- Describe how children are affected emotionally when they experience abuse, neglect and drug exposure.
- Draw linkages between children's feelings and their behaviors.
- Describe DCFS requirements on safety.
- Identify their roles and responsibilities in ensuring safety.
- Identify strengths and needs in a particular child presented in a scenario.
- Identify the benefits of the strengths approach.
- Identify developmental milestones for children from birth to school age.
- Identify developmental milestones for children from pre-adolescence to young adulthood.
- Describe one behavior of a child in their care that concerns them the most.
- Identify strengths of the child in their care.
- Identify strategies for responding to the child's behavior.
- Support each other and give and receive feedback on the strategies they identify.

Exhibit D

- Identify medical and dental resources and services available through DCFS and other health care systems.
- Identify their own family members' medical and dental needs.
- Identify similarities and differences among the caregivers.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A. Summary and Review

Unit B. Looking at How the Past Has Affected the Children in my Care

KEPS MODULE 5

BUILDING ON THE STRENGTHS AND MEETING THE NEEDS OF CHILDREN IN MY CARE

KEPS Module 5 continues to help caregivers examine the behaviors of the children living in their homes and to identify methods of managing those behaviors. The duration of Module 5 is three (3) hours and contributes to the development of the following four core abilities

Core Ability No. 1: Relative caregivers will be able to support the emotional, educational and physical development and safety needs of children placed in their care as a result of maltreatment and/or drug exposure.

Core Ability No. 2: Relative caregivers will be able to access formal and informal services on behalf of the children in their care.

Core Ability No. 4: Relative caregivers will be able to assess the current impact of a child's placement on their own family's functioning.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through the group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from Module 4.
- Identify key topics or issues to be covered in Module 5.
- Define transitional issues.
- Describe transitional issues for children living in Relative homes.
- Describe strategies for managing children's transitional issues.
- Identify ways they can help children better understand their current living situation.
- Identify ways they can build on children's strengths to manage children's behaviors and/or transitional issues.
- Support each other and give and receive feedback on the strategies they identify.
- Identify mental health resources and services available through DCFS and other community systems.
- Identify their own family members' mental health needs.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A. Summary and Review

Unit B. Helping Children in my care deal with past and present experiences

KEPS MODULE 6:

PREPARING CHILDREN AND YOUTH FOR THE FUTURE

KEPS Module 6 assists caregivers in understanding their role and responsibilities in the education of the children in their care and in preparing youth for independent living. The duration of Module 6 is three (3) hours and contributes to the development of the following five core abilities:

Core Ability No. 1: Relative caregivers will be able to support the emotional educational and physical development and safety needs of children placed in their care as a result of maltreatment and/or drug exposure.

Core Ability No. 2: Caregivers will be able to access formal and informal services on behalf of children in their care.

Core Ability No. 6: Relative caregivers will be able to influence parental behavioral change in order to achieve permanency for children in their care.

Core Ability No 7: Relative caregivers will be able to help older adolescents access educational and vocational services in order to achieve successful emancipation.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through the group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from KEPS Module 5.
- Identify key issues and topics for KEPS Module 6.
- Describe the DCFS Educational Initiative.
- Identify the goals of the Enrichment Plus Program.
- Describe their roles and responsibilities in the education of the children placed in their care.
- Describe the roles and responsibilities of the CSW in supporting the education of children placed in their care.
- Describe the roles and responsibilities of the school system in supporting the education of children placed in care.
- List ways they can work with the school system.
- Define emancipation.
- Describe emancipation planning.
- Identify the goals of emancipation planning.
- Describe the Independent Living Program.

- Identify their roles and responsibilities in supporting the involvement of youth in emancipation planning.
- Identify the roles and responsibilities of the CSWs and emancipation assistants in supporting youth's participation in emancipation planning.
- Identify the systems of support for the birth parents.
- Identify the stresses for birth parents.
- Describe the life situations of birth parents.
- Identify recreation resources services available through DCFS and other community programs.
- Identify their own family members' recreational needs.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A.	Summary and Review
Unit B.	Enrichment Through Education
Unit C.	The Youth Emancipation Program
Unit D.	Identifying Factors Affecting Birth Parents

KEPS MODULE 7

UNDERSTANDING THE ISSUES OF BIRTH PARENTS

KEPS Module 7 provides an opportunity for caregivers to examine the challenges birth parents face. It will give caregivers a better understanding of: 1) the transitional issues for birth parents and how those issues interplay with caregivers' own transitional issues; 2) the nature of chemical dependence in birth parents and how this affects birth parents' ability to assume the primary parenting role with their children. KEPS Module 7 prepares caregivers to explore the issues presented in KEPS Module 8 and how they can work together with birth parents to meet children's needs and provide them with permanency. The duration of Module 7 is three (3) hours and contributes to the development of the following three core abilities:

Core Ability No. 5: Relative caregivers will be able to relate to birth parents in ways that support the agency case planning goals.

Core Ability No. 6: Relative caregivers will be able to influence parental behavioral change in order to achieve permanency for children in their care.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through the group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from Module 6.
- Identify key issues and topics for Module 7.
- Identify transitional issues for birth parents.
- Describe strategies for managing the transitional issues and resultant behaviors of birth parents.
- Define chemical dependence.
- Define the disease concept of chemical dependence.
- Define recovery.
- Identify the components of recovery.
- Define relapse.
- List the warning signs of relapse.
- Describe typical roles assumed by family members of individuals who are chemically dependent.
- Describe the feelings associated with dealing with someone who is chemically dependent.
- Identify the transitional issues of birth parents of the children in their care.
- Identify the chemical dependence issues of birth parents of the children in their care.
- Identify management strategies to deal with birth parents' transitional issues.

- Identify management strategies to deal with birth parents' chemical dependence issues.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A. Summary and Review

Unit B. Birth Parents and Their Challenges

KEPS MODULE 8

WORKING WITH BIRTH PARENTS TO ACHIEVE PERMANENCY FOR THEIR CHILDREN

KEPS Module 8 examines how caregivers can redefine their relationship with birth parents in order to ensure children's physical safety and emotional well being and support birth parents' efforts to achieve permanency for their children. The duration of Module 8 is three (3) hours and contributes to the development of the following two core abilities:

Core Ability No. 6: Relative caregivers will be able to influence parental behavioral change in order to achieve permanency for children in their care.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through the group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from KEPS Module 7.
- Identify key issues and topics for KEPS Module 8.
- Define family.
- Describe the characteristics of a family system.
- Identify parenting roles that parents assume with their children.
- Describe the potential conflicts that can arise when birth parents and Relative caregivers assume the same parenting roles.
- Define conflict resolution.
- Describe the steps of conflict resolution.
- Describe ways to resolve conflicts related to sharing parenting roles.
- Recognize the importance of visits and maintaining contact between birth parents and their children.
- Describe their own feelings regarding visits and contacts.
- Describe common problems with visits and contacts.
- Identify strategies for working with birth parents to make visits and contacts more successful.
- Support each other in the sharing of personal information, emotions, hopes and fears.

Unit A. Summary and Review

Unit B. Involving Birth Parents with Children and Caregivers

KEPS MODULE 9

NETWORKING AND MOVING AHEAD

KEPS Module 9 provides participants with the opportunity to complete their assessment of their ability to meet the long-term needs of children in their care. Participants will develop a Family Plan, which will be shared with their children's social workers for the purpose of planning for the children. Participants will have the opportunity to plan with each other for how they can maintain contact once the meetings are completed. The duration of Module 8 is three (3) hours and contributes to the development of the following three core abilities:

Core Ability No. 2: Relative caregivers will be able to access formal and informal services on behalf of the children in their care.

Core Ability No. 3: Relative caregivers will be able to identify the strengths and needs of their families to meet the ongoing needs of the children in their care.

Core Ability No. 8: Relative caregivers will be able to develop mutual trust, group cohesion and a safe, supportive environment through the group process.

By the end of this meeting, participants will be able to:

- Identify key learning points from Module 8.
- Identify key issues and topics to be covered in Module 9.
- Describe the process for the development of the Family Plan.
- Identify the sections in the Family Plan.
- Identify the strengths of their family.
- Identify needs of their family.
- Develop a Family Plan for their own family.
- Identify effective strategies for discussing their family's needs with the children's social worker.
- Have a clearer, more realistic understanding of their own ability, readiness and willingness to continue caring for children.
- Share personal information, emotions, hopes and fears.
- Support each other in the sharing of personal information, emotions, hopes and fears.
- Describe their experience in the group.
- Identify next steps for continuing their support of each other.

Unit A.	Summary and Review
Unit B.	The Family Plan
Unit C.	Group Closure

**KEPS MODULE 10
(MAPP MODULE 5)**

DISCIPLINE

KEPS Module 10 is basically MAPP Module 5, “Helping Children to Manage Their Behaviors.” The duration of Module 10 is three (3) hours. There are no core abilities associated with this Module. By participating in KEPS Module 10, kinship caregivers and adoptive parents should be able to:

- Help children learn behaviors that are healthy, socially acceptable and meet their needs.
- Describe the relationship between self-esteem, discipline and behavior change.
- Identify the reasons why physical punishment is not an effective method for helping children learn behaviors that promote healthy growth and development.
- Describe key points of the agency’s discipline policy.
- Identify alternatives to physical punishment for helping children learn behaviors.
- Use methods of discipline that are not harmful to the child.
- Use three methods of behavior change, which do not involve physical punishment, following the agency’s discipline policy.
- Use discipline methods that match the children’s age and stages of development.

KEPS MODULE 11

FAMILY-TO-FAMILY: UNDERSTANDING CHILD/BIRTH FAMILY RELATIONSHIPS

KEPS Module 11 is a Family-to-Family training module. The duration of Module 11 is three (3) hours. There are no core abilities associated with this Module. By participating in KEPS Module 11, kinship caregivers and adoptive parents should be able to gain knowledge about:

- the importance of families and families strengths.
- the laws which support family relationships and emotional ties.
- values about families.
- skills involved in working with families.
- the life-long importance of birth families to children in post permanency placement with kin.

KEPS MODULE 12

FAMILY-TO-FAMILY: CULTURAL AWARENESS, DIVERSITY AND COMMUNICATION SKILLS

KEPS Module 12 is a Family-to-Family training module. The duration of Module 12 shall be three (3) hours. There are no core abilities associated with this Module. The purpose of KEPS Module 12 is to provide kinship caregivers and adoptive parents the following:

- To develop verbal and non-verbal communication skills among birth parents, kinship care providers, the birth parent'(s') child(ren) and/or caregiver's child(ren), and social workers that will enhance self-esteem and individuality.

EXHIBIT E

COMMUNITY BUSINESS ENTERPRISE FORM

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (LAC/CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All bidders responding to this solicitation must return this form for proper consideration of the bid. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR §23.5.

TYPE OF BUSINESS STRUCTURE: _____

(Corporation, Limited Liability Company, Partnership, Sole Proprietorship, etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNER S/ ASSOCIATE PARTNERS	MANAGERS	STAFF
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
White			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African American	Hispanic/Lati n American	Asian American	American Indian/ Alaskan Native	White
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprise by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

M W D DV

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veterans

LAC/CBE SANCTIONS

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining, retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplier in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm

Name and Title

Authorized Signature

Date

EXHIBIT F

CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO)

CONTRACTOR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | | |
|--|----------------------------------|---------------------------------|
| 1. The contractor has a written policy statement prohibiting discrimination in all phases of employment. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 2. The contractor periodically conducts a self-analysis or utilization analysis of its work force. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 3. The contractor has a system for determining if its employment practices are discriminatory against protected groups. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |
| 4. Where problem areas are identified in employment practices, the contractor has a system for taking reasonable corrective action to include establishment of goals or time tables. | YES [<input type="checkbox"/>] | NO [<input type="checkbox"/>] |

Name of Firm

Name and Title

Authorized Signature

Date

EXHIBIT G

EMPLOYMENT ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, your signature is required on this employee acknowledgment and confidentiality agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____ and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided to the County. Please read the agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor and I agree to ensure that said supervisor reports such violation to the County of Los Angeles Department of Children and Family Services.

I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Employee's Signature: _____ Date: _____

Employee's Printed Name: _____

Employee's Position/Title: _____

EXHIBIT H

AUDITOR – CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.

AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

A. ACCOUNTING AND FINANCIAL REPORTING

1.0 *Basis of Accounting*

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

- 1.1 The County recommends the use of the accrual basis for recording financial transactions.

Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.

- ◆ Recorded accruals must be reversed in the subsequent accounting period.

1.2 If an agent elects to use the cash basis for recording financial transactions during the year:

- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
- ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 **Accounting System**

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.).

The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
 - County payments (one per funding source)
 - Contributions
 - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- ☐ date
- ☐ check number
- ☐ cash (credit) column
- ☐ expense account name
- ☐ description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- ☐ The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- ☐ If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- ☐ Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- ☐ Name
- ☐ Position
- ☐ Social Security Number
- ☐ Salary (hourly wage)
- ☐ Payment Record including:
 - ☐ accrual period
 - ☐ gross pay
 - ☐ itemized payroll deductions
 - ☐ net pay amount
 - ☐ check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

Payroll – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

Consultant Services – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

Travel – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

Operating Expenses (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

Outside Meals - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- □ invoices – vender name and date
- □ checks – number
- □ vouchers – number
- □ revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts**1.1 Separate Fund or Cost Center**

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements**2.1 General**

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not

obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee's work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency's Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

- 5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
 - Basis of accounting (cash or accrual)
 - Fiscal year
 - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
 - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold

payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

EXHIBIT I

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

Signature: _____

EXHIBIT J

**NOTICE TO EMPLOYEES REGARDING THE FEDERAL
EARNED INCOME CREDIT
(INTERNAL REVENUE SERVICE NOTICE 1015)**

Notice to Employees Regarding the Federal Earned Income Credit
(Internal Revenue Notice 1015)

Available at: www.irs.gov

EXHIBIT K

**CERTIFICATION OF
INDEPENDENT PRICE DETERMINATION**

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

CONTRACTOR certifies that the prices submitted in the Budget herein have been arrived at independently without consultation, communication, or agreement with any other applicant or competitor for the purpose of restricting competition.

Name

Title

Authorized Signature

Date

EXHIBIT L

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) _____ hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), _____, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1099
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277

Contractor Name or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ FAX: _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable) _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
- II. ☐ Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received from Contractor</u>
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By _____ Date: _____
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name) (Print Title/Position)

EXHIBIT M

CONTRACTOR EMPLOYEE JURY SERVICE POLICY

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 2.203 is hereby added to read as follows:

Chapter 2.203

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings. The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions. The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A Contract where federal or state law or condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies,

equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability. This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable

2.203.040 Contractor Jury Service Policy. A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies. For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT N

JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I - Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor," as defined in the Program," because my business has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000 in any 12 month period). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

EXHIBIT O

OFFICE OF MANAGEMENT AND BUDGET (OMB)

Circular A-21, Cost Principles for Education Institutions

Circular A-110, Grants and Cooperative Agreements with Institutions of Higher Education,
Hospitals, and other Non-profit Organizations

Circular A-122, Cost Principles for Non-profit Organizations

Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations

OFFICE OF MANAGEMENT AND BUDGET (OMB)

Circular A-21, Cost Principles for Education Institutions

Circular A-110, Grants and Cooperative Agreements with Institutions of Higher Education,
Hospitals, and other Non-profit Organizations

Circular A-122, Cost Principles for Non-profit Organizations

Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations

Are available at: <http://www.whitehouse.gov/omb>